

Imaged Certificate of Notice Page 1 of 3

United States Bankruptcy Court
Eastern District of PennsylvaniaIn re:
Cheryl Lynn Lutts
DebtorCase No. 13-19684-elf
Chapter 13**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: ChrissyW
Form ID: pdf900Page 1 of 1
Total Noticed: 1

Date Rcvd: Jul 19, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on
Jul 21, 2018.

db +Cheryl Lynn Lutts, 1234 Marlborough Street, Philadelphia, PA 19125-3921

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jul 21, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILINGThe following persons/entities were sent notice through the court's CM/ECF electronic mail (Email)
system on July 19, 2018 at the address(es) listed below:

ANDREW SPIVACK on behalf of Creditor Bayview Loan Servicing, LLC paeb@fedphe.com

DENISE ELIZABETH CARLON on behalf of Creditor BAYVIEW LOAN SERVICING, LLC
bkgroup@kmlawgroup.comDENISE ELIZABETH CARLON on behalf of Creditor Bayview Loan Servicing, LLC
bkgroup@kmlawgroup.com

ISAAC F. SLEPNER on behalf of Debtor Cheryl Lynn Lutts isaac@slepnerlaw.com

JEROME B. BLANK on behalf of Creditor Bayview Loan Servicing, LLC paeb@fedphe.com

MARIO J. HANYON on behalf of Creditor Bayview Loan Servicing, LLC paeb@fedphe.com

MATTEO SAMUEL WEINER on behalf of Creditor Bayview Loan Servicing, LLC bkgroup@kmlawgroup.com

PAUL WILLIAM CRESSMAN on behalf of Creditor Bayview Loan Servicing, LLC paeb@fedphe.com

REBECCA ANN SOLARZ on behalf of Creditor Bayview Loan Servicing, LLC bkgroup@kmlawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com,
philaecf@gmail.com

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM EDWARD CRAIG on behalf of Creditor AmeriCredit Financial Services, Inc. dba GM
Financial ecfmail@mortoncraig.com, mhazlett@mortoncraig.com; mortoncraigecef@gmail.com

TOTAL: 13

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Cheryl Lynn Lutts		CHAPTER 13
	<u>Debtor(s)</u>	
Bayview Loan Servicing, LLC		
	<u>Movant</u>	
vs.		NO. 13-19684 ELF
Cheryl Lynn Lutts		
	<u>Debtor(s)</u>	
William C. Miller Esq.		11 U.S.C. Section 362
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$21,726.08**, which breaks down as follows;

Post-Petition Payments: April 2016 through July 2018 at \$739.11/month
 Fees & Costs Relating to Motion: \$1,031.00
Total Post-Petition Arrears \$21,726.08

2. The Debtor(s) shall cure said arrearages in the following manner;

a) Debtor shall obtain a trial modification by September 30, 2018;

b) Beginning on July 15, 2018, Debtor shall also make regular post-petition payments on the fifteenth (15th) of each month in accordance with the terms of the note and mortgage while the loan modification application is pending at the address below:

M&T Bank
 PO Box 62182
 Baltimore, MD 21264-2182

c) If a timely trial modification is obtained, Debtor shall then continue to make regular trial modification payment followed by regular permanent modification payments thereafter, both as directed within the modification documents.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event a trial modification is not obtained by September 30, 2018 AND/OR any of the payments required under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 11, 2018

By: _____
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 7/16/18

/s/ ISAAC F. SLEPNER
Isaac F. Slepner
Attorney for Debtor(s)

ORDER

Approved by the Court this 18th day of July, 2018. However, the court retains discretion regarding entry of any further order.



ERIC L. FRANK
U.S. BANKRUPTCY JUDGE